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7 General Counsel for Richard A.
Marshack, Chapter 11 Trustee for the
8 Bankruptcy Estate of the Litigation
Practice Group P.C. and Liquidating
9 Trustee of the LPG Liquidation Trust

10 **UNITED STATES BANKRUPTCY COURT**
CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA

11 In re

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13 THE LITIGATION PRACTICE GROUP P.C.,

14 Debtor.
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Case No. 8:23-bk-10571-SC

Chapter 11

TRUSTEE'S OBJECTION TO PRIORITY
CLAIM NO. C 571-101407.1 FILED BY
ALEXANDRIA MARIE CAMPOS FOR
EXCEEDING THE STATUTORY CAP

Claimant	Claim No.
Alexandria Marie Campos	C 571-101407.1

Hearing

Date: December 5, 2024

Time: 11:00 a.m.

Ctrm: 5C - ViaZoom¹

Place: 411 West Fourth Street
Santa Ana, CA 92701

27 ¹ Check Judge Clarkson's tentative rulings prior to the hearing for Zoom connection information and
28 instructions. <http://ecf-ciao.cacb.uscourts.gov/CiaoPosted/>

This is an objection to your claim(s). The objecting party is asking the Court to disallow or modify the claim(s) that you filed in this bankruptcy case. You should immediately contact the objecting party or retain counsel to contact the objecting party to resolve the dispute. If you do not reach an agreement, you must file a response to this objection and send a copy of your response to the objecting party 14 days before the hearing set forth above. Your response must state why the objection is not valid. If you do not file a response 14 days prior to the hearing, your claim(s) may be disallowed without a hearing.

Represented parties should act through their attorney.

PLEASE TAKE NOTICE that Richard A. Marshack, Chapter 11 Trustee for the bankruptcy estate of the Litigation Practice Group P.C. (“Debtor”) and liquidating trustee of the LPG Liquidation Trust (collectively, “Trustee”), files this Objection (“Motion”) to Alleged 11 U.S.C. § 507(a)(7) Priority Claim No. C 571-101407.1 (“Objected Claim”) filed by Alexandria Marie Campos (“Claimant”) for Exceeding the Statutory Cap. The Motion is based on this Notice, the Motion and its accompanying Memorandum of Points and Authorities, the pleadings and files in the Debtor’s bankruptcy case, and upon such further oral and documentary evidence as may be presented to the Court.

NOTICE TO CLAIMANT IS HEREBY GIVEN: the Trustee has filed an objection to your Proof of Claim identified as follows:

Claimant	Claim No.	Total Claim Amount	Alleged Section 507(a)(7) Priority Amount	Proposed Amount of Reduced Claim subject to 507(a)(7) Priority
Alexandria Marie Campos	C 571-101407.1	\$7,097.26	\$7,097.26	\$3,350.00

If the total amount of the filed proof of claim exceeds the statutory cap, the Trustee seeks entry of an order that provides that the amount in excess of the cap will be treated as a general unsecured claim. The Motion seeks to alter your rights by disallowing, reducing, or modifying your Proof of Claim based on the grounds set forth in the Motion detailed below.

PLEASE TAKE FURTHER NOTICE that any response as to the proposed objection must be in the form as required by Rule 9013-1(f) of the Local Bankruptcy Rules (“LBR”) and filed with the Clerk of the above-entitled Court no later than 14 days prior to the hearing date set forth above, and

1 a copy served on D. Edward Hays, Aaron E. de Leest, and Bradford N. Barnhardt at the address
2 indicated above. A copy of any response must also be served on the Office of the United States
3 Trustee, 411 West Fourth Street, Suite 7160, Santa Ana, CA 92701-4593.

4
5 Failure to timely respond may be deemed as acceptance of the proposed objections and the
6 Court may grant the relief requested in the Motion without further notice or hearing. *See* LBR 3007-
7 1(b) and 9013-1(h).

8
9 DATED: October 3, 2024

MARSHACK HAYS WOOD LLP

10
11 By: /s/ Bradford N. Barnhardt
12 D. EDWARD HAYS
13 AARON E. DE LEEST
14 BRADFORD N. BARNHARDT
15 General Counsel for Richard A. Marshack,
16 Chapter 11 Trustee for the Bankruptcy Estate of
17 the Litigation Practice Group P.C. and Liquidating
18 Trustee of the LPG Liquidation Trust
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Richard A. Marshack, Chapter 11 Trustee for the bankruptcy estate of the Litigation Practice Group P.C. (“Debtor”) and liquidating trustee of the LPG Liquidation Trust (collectively, “Trustee”), files this Objection (“Motion”) to Alleged 11 U.S.C. § 507(a)(7) Priority Claim No. C 571-101407.1 (“Objected Claim”) Filed by Alexandria Marie Campos (“Claimant”) for Exceeding the Statutory Cap.² The Trustee brings this Objection, pursuant to §§ 105(a) and 502 of title 11 of the United States Code (“Bankruptcy Code”), Rules 3007 and 3001(d) of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”) and Rule 3007-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Central District of California (“Local Rules”). In support of the Objection, the Trustee respectfully states as follows:

1. Argument Summary

Section 507(a)(7) gives priority to allowed unsecured claims of individuals, to a maximum of \$3,350 for each such individual, arising from a prepetition deposit. Here, the Objected Claim asserts § 507(a)(7) priority for amounts exceeding the \$3,350 statutory cap. As such, the priority portion of the Objected Claim must be reduced to the statutory cap of \$3,350, with the amount in excess of the cap being reclassified as a general unsecured claim.

2. Factual Background

A. General Background

On March 20, 2023 (“Petition Date”), the Debtor filed a voluntary petition under Chapter 11 of Title 11 of the United States Code, commencing this Bankruptcy Case.

On May 8, 2023, the Court entered an order (“Trustee Appointment Order”), Docket No. 65, granting a motion filed by the Office of the United States Trustee (“UST”), which requested the appointment of a chapter 11 trustee. Docket No. 21. Richard A. Marshack was appointed as the chapter 11 trustee pursuant to the Trustee Appointment Order and continues to serve in that capacity.

² Unless otherwise set forth herein, all references to “§” or “Section” are to a section of the Bankruptcy Code.

1 On June 23, 2023, the Office of the United States Trustee appointed the Official Committee
2 of Unsecured Creditors (“Committee”), Docket No. 134, which was amended to increase the
3 number of Committee members on June 29, 2023. Docket No. 157.

4 On December 22, 2023, the Court entered an order, Docket No. 785, approving the
5 employment of Omni Agent Solutions (“Omni”) as the noticing and claims agent in this Bankruptcy
6 Case.

7 **A. Facts Relevant to This Objection**

8 **i. The Bar Dates**

9 On January 2, 2024, the Court entered an order, Docket No. 804 (“GUC Bar Date Order”),
10 establishing February 23, 2024, at 4:00 p.m. (prevailing Pacific Time) as the deadline to file claims
11 for all persons and entities, including governmental units (as that term is defined in § 101(27)),
12 holding secured, unsecured priority, or unsecured non-priority claims against the Debtor arising (or
13 deemed to arise) before the Petition Date. The Bankruptcy Court further established a Rejection Bar
14 Date and a Chapter 5 Bar Date (as those terms are defined in the GUC Bar Date Order).

15 On February 23, 2024, the Bankruptcy Court entered an order, Docket No. 963, establishing
16 two modified general bar dates: (i) February 25, 2024, at 4:00 p.m. prevailing Pacific Time, as the
17 deadline for certain consumer clients, holding a General Claim, that were provided notice of the bar
18 dates in the GUC Bar Date Order on January 24, 2024, or January 25, 2024; and (ii) March 25,
19 2024, at 4:00 p.m. prevailing Pacific Time for certain consumer clients, holding a General Claim, to
20 which the Trustee was unable to provide email notice.

21 Accordingly, as of the filing of this Objection, all bar dates have passed with respect to all
22 holders of claims.

23 **ii. The Plan and Confirmation Timeline**

24 On June 17, 2024, the Court entered an order, Docket No. 1348 (“Disclosure Statement
25 Order”), approving the solicitation of a disclosure statement, Docket No. 1345, describing the plan
26 of liquidation jointly proposed by the Trustee and the Committee (as may be amended, modified, or
27 supplemented from time to time) (“Plan”).
28

On August 29, 2024, the Court conducted a hearing to consider confirmation of the Modified First Amended Joint Chapter 11 Plan of Liquidation (Dated June 14, 2024), Docket No. 1344, and confirmed the same at the hearing and later entered the Order of Confirmation on September 9, 2024. Docket No. 1646. The Effective Date occurred on September 24, 2024. Docket No. 1762.

iii. The Objected Claim

The Trustee, through counsel, has performed a search of the claims register to identify alleged § 507(a)(7) priority claims. The Trustee files this Objection to reclassify the portion of the alleged § 507(a)(7) priority claim of the Objected Claim that exceeds the statutory cap of \$3,350. A true and correct copy of the Objected Claim is attached to the Declaration of Bradford N. Barnhardt (“Barnhardt Declaration”) as **Exhibit 1**.

3. Legal Argument

A. The § 507(a)(7) priority portion of the Objected Claim must be capped at \$3,350.

Section 502(a) provides that “[a] claim or interest, proof of which is filed under section 501 of this title is deemed allowed, unless a party in interest . . . objects.” 11 U.S.C. § 502(a). Section 502(b)(1) provides that a court shall not allow a claim if “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law” 11 U.S.C. § 502(b)(1).

As set forth in Bankruptcy Rule 3001(f), a properly executed and filed proof of claim constitutes *prima facie* evidence of the validity and the amount of the claim under section 502(a) of the Bankruptcy Code. *In re Garner*, 246 B.R. 617, 620 (B.A.P. 9th Cir. 2000). To overcome this presumption of validity, the party objecting to a proof of claim must present “facts tending to defeat the claim by probative force equal to that of the allegations of the proofs of claim themselves.” *Wright v. Holm (In re Holm)*, 931 F.2d 620, 623 (9th Cir. 1991). Despite this requirement on the

objector “the ultimate burden of persuasion is always on the claimant.” *In re Landes*, 626 B.R. 531, 545 (Bankr. E.D. Cal. 2021) (citation omitted).

Section 507(a) provides that “[t]he following expenses and claims have priority in the following order:”

(7) Seventh, allowed unsecured claims of individuals, to the extent of \$3,350 for each such individual, arising from the deposit, before the commencement of the case, of money in connection with the purchase, lease, or rental of property, or the purchase of services, for the personal, family, or household use of such individuals, that were not delivered or provided.

11 U.S.C. § 507(a)(7).

Here, the Objected Claim asserts a § 507(a)(7) priority claim in excess of the statutory cap. The Trustee therefore seeks entry of an order limiting the § 507(a)(7) priority portion of the Objected Claim to the \$3,350 statutory cap. Any amount of the Objected Claim alleged to be priority under § 507(a)(7) in excess of \$3,350 shall instead be reclassified as a general unsecured claim. *See, e.g., In re DeWitt Rehab. & Nursing Ctr., Inc.*, 476 B.R. 827, 830 (Bankr. S.D.N.Y. 2012) (sustaining an objection to the priority portion of a proof of claim and reclassifying the entire claim as a general unsecured claim).

B. Reservation of Rights

The Trustee reserves all rights with respect to the Objected Claim and any other claim filed in this Bankruptcy Case. Nothing contained herein shall be considered a waiver of rights or defenses, election of remedies, or any other concession with respect to the foregoing.

4. Conclusion

Based on the foregoing, the Trustee respectfully requests that the Court enter an order: (i) sustaining the Objection and granting the relief requested in its entirety; (ii) capping the priority amount of the Objected Claim to \$3,350; (iii) reclassifying the amount of the Objected Claim

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1 exceeding \$3,350 to a general unsecured claim; and (iv) granting the Trustee such other and further
2 relief as is just and appropriate under the circumstances.

3
4 DATED: October 3, 2024

MARSHACK HAYS WOOD LLP

5
6 By: /s/ Bradford N. Barnhardt

D. EDWARD HAYS

AARON E. DE LEEST

7 BRADFORD N. BARNHARDT

8 General Counsel for Richard A. Marshack, Chapter
9 11 Trustee for the Bankruptcy Estate of the
10 Litigation Practice Group P.C. and Liquidating
11 Trustee of the LPG Liquidation Trust
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DECLARATION OF BRADFORD N. BARNHARDT

I, Bradford N. Barnhardt, declare as follows:

1. I am employed as an associate attorney at Marshack Hays Wood LLP, general counsel to Richard A. Marshack, Chapter 11 Trustee for the bankruptcy estate of the Litigation Practice Group P.C. (“Debtor”) and liquidating trustee of the LPG Liquidation Trust (collectively, “Trustee”), in the above-captioned bankruptcy case (“Bankruptcy Case”).

2. I am admitted to practice law in the State of California and before this Court.

3. I make this declaration in support of the Trustee’s Objection to Alleged 11 U.S.C. § 507(a)(7) Priority Claim No. C 571-101407.1 (“Objected Claim”) Filed by Alexandria Marie Campos for Exceeding the Statutory Cap.

4. I have personal knowledge of the facts set forth below, or am informed of such facts in the course of my employment with Marshack Hays Wood LLP, and if called as a witness I could and would competently testify to the matters set forth in this declaration.

5. Attached as Exhibit 1 is a true and correct copy of the Objected Claim on file with the Court.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 3, 2024.

/s/ Bradford N. Barnhardt

BRADFORD N. BARNHARDT

REQUEST FOR JUDICIAL NOTICE

Richard A. Marshack, in his capacity as Chapter 11 Trustee for the bankruptcy estate of the Litigation Practice Group P.C. (“Debtor”) and liquidating trustee of the LPG Liquidation Trust (collectively, “Trustee”), in the above-captioned bankruptcy case (the “Bankruptcy Case”), requests pursuant to Rule 201 of the Federal Rules of Evidence, that this Court take judicial notice of the following:

1. On March 20, 2023, Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Central District of California, initiating Case No. 8:23-bk-10571-SC.

2. On May 8, 2023, Richard A. Marshack was appointed as Chapter 11 Trustee of Debtor’s Bankruptcy Estate and assumed all authority to administer Debtor’s Estate in this case. Dkt. No. 65.

3. On June 23, 2023, the Office of the United States Trustee appointed the Official Committee of Unsecured Creditors (the “Committee”) [Docket No. 134], which was amended to increase the number of Committee members on June 29, 2023. Docket No. 157.

4. On December 22, 2023, the Court entered an order [Docket No. 785] approving the employment of Omni Agent Solutions (“Omni”) as the noticing and claims agent in this Bankruptcy Case.

5. On July 7, 2023, the Trustee filed a motion (the “Sale Motion”) to approve a sale of substantially all of the Debtor’s assets (“Sale Transaction”). [Docket No. 191].

6. On July 22, 2023, the Court entered a memorandum decision [Docket No. 320] approving the Sale Transaction. On August 2, 2023, the Court entered an order [Docket No. 352] granting the Sale Motion. The Sale Transaction closed on August 4, 2023.

7. On January 2, 2024, the Bankruptcy Court entered an order [Docket No. 804] (the “GUC Bar Date Order”) establishing February 23, 2024, at 4:00 p.m. (prevailing Pacific Time) as the deadline to file claims for all persons and entities, including governmental units (as that term is defined in § 101(27)), holding secured, unsecured priority, or unsecured non-priority claims against

1 the Debtor arising (or deemed to arise) before the Petition Date. The Bankruptcy Court further
2 established a Rejection Bar Date and a Chapter 5 Bar Date (as those terms are defined in the GUC
3 bar Date Order).

4 8. On February 23, 2024, the Bankruptcy Court entered an order [Docket No. 963]
5 establishing two modified general bar dates: (i) February 25, 2024, at 4:00 p.m. prevailing Pacific
6 Time, as the deadline for certain consumer clients, holding a General Claim, that were provided
7 notice of the bar dates in the GUC Bar Date Order on January 24, 2024, or January 25, 2024; and (ii)
8 March 25, 2023, at 4:00 p.m. prevailing Pacific Time for certain consumer clients, holding a General
9 Claim, to which the Trustee was unable to provide email notice.

10 9. On June 17, 2024, the Court entered an order, Docket No. 1348 ("Disclosure
11 Statement Order"), approving the solicitation of a disclosure statement, Docket No. 1345, describing
12 the plan of liquidation jointly proposed by the Trustee and the Committee (as may be amended,
13 modified, or supplemented from time to time) ("Plan").

14 10. On August 29, 2024, the Court conducted a hearing to consider confirmation of the
15 Modified First Amended Joint Chapter 11 Plan of Liquidation (Dated June 14, 2024), Docket No.
16 1344, and confirmed the same at the hearing and later entered the Order of Confirmation on
17 September 9, 2024. Docket No. 1646.

18 11. The Effective Date of the Plan occurred on September 24, 2024. Docket No. 1762.

19
20 DATED: October 3, 2024

MARSHACK HAYS WOOD LLP

/s/ Bradford N. Barnhardt

By: _____

21
22 D. EDWARD HAYS
23 AARON E. DE LEEST
24 BRADFORD N. BARNHARDT
25 General Counsel for Richard A. Marshack,
26 Chapter 11 Trustee for the Bankruptcy Estate
27 of the Litigation Practice Group P.C. and
28 Liquidating Trustee of the LPG Liquidation
Trust

EXHIBIT 1

4445

UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA

Fill in the information to identify the case (Select only one Debtor per form):

☒ The Litigation Practice Group P.C. (Case No. 23-10571)

FILED

FEB 20 2024

By Omni Agent Solutions, Claims Agent
For U.S. Bankruptcy Court
Central District of California

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Carefully read instructions included with this Proof of Claim before completing. In order to have your claim considered for payment and/or voting purposes, complete ALL applicable questions.

Part 1: Identify the Claim

1. Who is the current creditor?	Alexandria- Marie Campos Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes From whom?	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Alexandria-Marie Campos Name 5050 Hayter ave Apt.#5 Number Street Lakewood CA 90712 City State ZIP Code Contact Phone 626-393-5098 Contact email Alexandria.Campos276@gmail.com Uniform claim identifier for electronic payments in chapter 13 (if you use one)	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Contact Phone Contact email
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Claim Number on court claims registry (if known) Filed On MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Who made the earlier filing?	

101407 - 1 EG

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	
<input type="checkbox"/> No	
<input checked="" type="checkbox"/> Yes	Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>0879</u>
7. How much is the claim? \$ <u>7,097.26</u>	
Does this amount include interest or other charges?	
<input checked="" type="checkbox"/> No	
<input type="checkbox"/> Yes	Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information	
9. Is all or part of the claim secured?	
<input checked="" type="checkbox"/> No	
<input type="checkbox"/> Yes	The claim is secured by a lien on property
Nature of property:	
<input type="checkbox"/> Real Estate	If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>
<input type="checkbox"/> Motor Vehicle	
<input type="checkbox"/> Other	Describe: _____
Basis for perfection: _____	
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded).	
Value of Property:	\$ _____
Amount of the claim that is secured:	\$ <u>7,097.26</u>
Amount of the claim that is unsecured:	\$ <u>27,902.74</u>
	(The sum of the secured and unsecured amounts should match the amount in line 7).
Amount necessary to cure any default as of the date of the petition:	\$ <u>35,000</u> <i>AW</i>
Annual Interest Rate: (when case was filed)	<u>24</u> %
<input checked="" type="checkbox"/> Fixed	
<input type="checkbox"/> Variable	
10. Is this claim based on a lease?	
<input checked="" type="checkbox"/> No	
<input type="checkbox"/> Yes	Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	
<input checked="" type="checkbox"/> No	
<input type="checkbox"/> Yes	Identify the property: _____
12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. §503(b)(9))?	
<input checked="" type="checkbox"/> No	
<input type="checkbox"/> Yes	Amount of 503(b)(9) Claim: \$ _____

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☐ No

☒ Yes *Check all that apply*

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☒ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ 7,097.24 *OK*

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/18/2024

MM / DD / YYYY

L.Campos

Signature

Digitally signed by L.Campos

Date: 2024.02.19 08:29:59 -08'00'

Print the name of the person who is completing and signing this claim:

Name Alexandria-Marie Campos

First Name

Middle Name

Last Name

Title _____

Company _____

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 5050 Hayter ave Apt. #5

Number

Street

Lakewood

CA

90712

City

State

ZIP Code

Contact Phone 626-393-5098

Email

alexandria.campos276@gmail.com

[7391]



Dear LPG,

I am writing to express my profound discontent and disgust regarding the proof of services I received from your company. It is evident that your company defrauded many, along with a blatant lack of professionalism, has resulted in an unacceptable level of service. It is shocking to discover that your company has failed to adhere to such a fundamental regulation upheld within the most debt relief systems. This negligence not only demonstrates a lack of respect for legal standards but also poses a significant risk to the privacy and security of individuals' sensitive information.

Furthermore, the quality of service provided falls far below acceptable standards. Not only were the documents inadequately redacted, but they also contained numerous errors and inconsistencies. Such careless mistakes are entirely unacceptable, especially in a professional setting where accuracy and attention to detail are paramount.

I demand immediate action to rectify this situation. It is imperative that you promptly provide a formal apology for the inconvenience and distress caused by your company's negligence.

Yours sincerely,

A.Campos

*Enclosed Are any and all documentation that I can provide at this time.

Date: 07/01/22 - 07/31/22

[illegible]

Date: 09/01/22 - 09/30/22

[illegible]

Date: 10/01/22 - 10/31/22

[illegible]

Date: 11/01/22 - 11/30/22

[illegible]

Date:12/01/22 - 12/31/22

[illegible]

Date: 01/01/23 - 01/31/23

[illegible]



P.O Box 513038
Los Angeles, CA 90051-1018

June 15, 2022

PERSONAL AND CONFIDENTIAL

TRANSUNION
PO BOX 2000
CHESTER, PA 19016

Re: [REDACTED]
Social Security No: [REDACTED]
Date of Birth: [REDACTED]
[REDACTED]

To Whom It May Concern:

Creditor: [REDACTED]

I am writing to dispute the following account:

Account #: [REDACTED]

Your credit report for [REDACTED] reflects an open balance due to [REDACTED]. Per your credit report, [REDACTED] has CHARGED OFF/SOLD the account; accordingly, the amount owed to this creditor should be zero (\$).

Pursuant to the Fair Credit Report, I request that you immediately update the credit reporting for [REDACTED] to reflect a ZERO BALANCE.

Very truly yours,

[REDACTED]



Add Product

INFILE CREDIT REPORT

FILE #	FNMA #	DATE COMPLETED	10/11/2022	RQD' BY	LITIGATION-D-PP
SEND TO	LITIGATION PRACTICE GROUP PC	DATE ORDERED	10/11/2022		
	CUST. # CA651	REPOSITORIES	TU	PRPD' BY	
	100 SPECTRUM CENTER DRIVE SUITE 900	PRICE		LOAN TYPE	
	IRVINE, CA 92618	REF. #			

PROPERTY ADDRESS

APPLICANT		CO-APPLICANT	
APPLICANT	[REDACTED]	CO-APPLICANT	[REDACTED]
SOC SEC #	[REDACTED]	SOC SEC #	[REDACTED]
MARITAL STATUS	NOT DISCLOSED	DEPENDENTS	
CURRENT ADDRESS	[REDACTED]	LENGTH	
PREVIOUS ADDRESS	[REDACTED]	LENGTH	

TRADE SUMMARY

The merge process is automated and the report may include some duplications and/or omissions. Inquiries regarding any disputed items should be directed to CREDIT REPORTING SERVICES, INC customer service.

	#	BALANCE	HIGH CREDIT	PAYMENTS	PAST DUE
MORTGAGE	0	0	0	0	0
AUTO	2	5037	10322	195	0
EDUCATION	12	131040	131040	0	0
OTHER INSTALLMENT	3	24902	23200	808	24202
OPEN	0	0	0	0	0
REVOLVING	4	2466	2500	50	0
OTHER	1	453	453	0	453
TOTAL	22	163898	167515	1053	24655

SECURED DEBT	5037	OLDEST TRADLINE	09/13
UNSECURED DEBT	168064	REVOLVING CREDIT UTILIZATION	99%
		TOTAL DEBT/HIGH CREDIT	113%

DEROGATORY SUMMARY

CHARGE OFFS:	2	30 DAYS:	3	INQUIRIES:	0
COLLECTIONS:	1	60 DAYS:	1	MOST RECENT LATE:	undetermined
BANKRUPTCY:	0	90 DAYS:	10	DISPUTES:	9
PUBLIC RECORDS:	0	OTHER:	0		

SCORE MODELS

TRANSUNION/VANTAGESCORE 4.0 - [REDACTED]

SCORE: 568

68 - LACK OF REAL ESTATE SECURED LOAN INFORMATION

10 - TOO FEW ACCOUNTS PAID AS AGREED

04 - BALANCES ON ACCTS TOO HIGH COMPARED TO CREDIT LIMITS AND LOAN AMOUNTS

07 - TOO MANY DELINQUENT OR DEROGATORY ACCOUNTS

ECOA KEY: B=BORROWER; C=CO-BORROWER; J=JOINT; U=UNDESIGNATED; A=AUTHORIZED USER; P=PARTICIPANT; S=CO-SIGNER; M=MAKER; X=DECEASED; I=INDIVIDUAL; T=TERMINATED

CREDIT REPORTING SERVICES, INC: 1024 IRON POINT ROAD, FOLSOM, CA 95630 (P) (707) 773-7750 (F) (707) 676-9105

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FILE # [REDACTED] FNMA # [REDACTED] DATE COMPLETED 10/11/2022 RQD' BY LITIGATION-D-PP
SEND TO LITIGATION PRACTICE GROUP PC DATE ORDERED 10/11/2022
CUST. # CA651 REPOSITORIES TU PRPD' BY
100 SPECTRUM CENTER DRIVE SUITE 900 PRICE
IRVINE, CA 92618 REF. # LOAN TYPE

PROPERTY ADDRESS

APPLICANT [REDACTED] CO-APPLICANT [REDACTED]
SOC SEC # [REDACTED] DOB [REDACTED] SOC SEC # [REDACTED] DOB [REDACTED]
MARITAL STATUS NOT DISCLOSED DEPENDENTS [REDACTED]

SOURCE OF INFORMATION

1 TRANSUNION - PULLED ON: 10/11/22 - INFILE DATE: 11/10/11

[REDACTED]

Request New Tradeline

E C O A	W H O S E	CREDITOR	DATE REPORTED	CREDIT		BALANCE	PAST DUE	MO REV	30	60	90+	STATUS
				DATE OPENED	HIGH CREDIT OR LIMIT							
				DLA	ACCT TYPE	TERMS						SOURCE
B	B	[REDACTED]	08/22	03/22 08/22	\$121577 EDU	\$121577 360 -	\$0	05	0	0	0	AS AGREED TU
B	B	[REDACTED]	08/22	03/22 08/22	\$9463 EDU	\$9463 360 -	\$0	05	0	0	0	AS AGREED TU
B	B	[REDACTED] Late Dates: 3/22-30	09/22	06/19 09/22	\$10322 AUTO	\$5037 60 \$195	\$0	39	1	0	0	CUR WAS 30 TU
B	B	[REDACTED]	09/22	06/19 09/22	\$2500 REV	\$2466 MIN \$50	\$0	39	0	0	0	AS AGREED TU
B	B	[REDACTED] Late Dates: 8/22-90 (See status), 7/22-90, 6/22-90, 5/22-60, 4/22-30 ACCOUNT CLOSED BY CREDIT GRANTOR	10/22	11/17 09/22	\$1000 REV	\$1215 MIN \$77	\$0	48	1	1	3	CLOSED TU
B	B	[REDACTED]	09/22	06/22 09/22	\$1000 INST	\$700 10 \$100	\$0	03	0	0	0	AS AGREED TU
B	B	[REDACTED] Late Dates: 2/20-90 DISPUTE RESOLVED - CUSTOMER DISAGREES	03/22	08/18 03/22	\$13047 EDU	\$0 120 \$0	\$0	42	0	0	1	PD WAS 90 TU
B	B	[REDACTED]	03/22	08/18 03/22	\$20500 EDU	\$0 120 \$0	\$0	28	0	0	1	PD WAS 90 TU

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FILE #	██████████	FNMA #	██████████	DATE COMPLETED	10/11/2022	RQD' BY	LITIGATION-D-PP					
SEND TO	LITIGATION PRACTICE GROUP PC			DATE ORDERED	10/11/2022							
	CUST. # CA651			REPOSITORIES	TU	PRPD' BY						
	100 SPECTRUM CENTER DRIVE SUITE 900			PRICE		LOAN TYPE						
	IRVINE, CA 92618			REF. #								
PROPERTY ADDRESS												
APPLICANT				CO-APPLICANT								
APPLICANT	██████████			CO-APPLICANT	██████████							
SOC SEC #	██████████	DOB	██████████	SOC SEC #		DOB						
MARITAL STATUS	NOT DISCLOSED			DEPENDENTS								
CREDIT												
E C O A	W H O S E	CREDITOR	DATE REPORTED	DATE OPENED	HIGH CREDIT OR LIMIT	BALANCE	PAST DUE	MO REV	30	60	90+	STATUS
				DLA	ACCT TYPE	TERMS						SOURCE
Late Dates: 2/20-90 DISPUTE RESOLVED - CUSTOMER DISAGREES												
B	B	██████████	03/22	02/18 03/22	\$16855 EDU	\$0 120 \$0	\$0	44	0	0	1	PD WAS 90 TU
Late Dates: 2/20-90 DISPUTE RESOLVED - CUSTOMER DISAGREES												
B	B	██████████	03/22	08/16 03/22	\$10783 EDU	\$0 120 \$0	\$0	48	0	0	1	PD WAS 90 TU
Late Dates: 2/20-90 DISPUTE RESOLVED - CUSTOMER DISAGREES												
B	B	██████████	03/22	08/16 03/22	\$20500 EDU	\$0 120 \$0	\$0	48	0	0	1	PD WAS 90 TU
Late Dates: 2/20-90 DISPUTE RESOLVED - CUSTOMER DISAGREES												
B	B	██████████	03/22	08/15 03/22	\$20500 EDU	\$0 120 \$0	\$0	48	0	0	1	PD WAS 90 TU
Late Dates: 2/20-90 DISPUTE RESOLVED - CUSTOMER DISAGREES												
B	B	██████████	03/22	09/14 03/22	\$2000 EDU	\$0 120 \$0	\$0	48	0	0	1	PD WAS 90 TU
Late Dates: 2/20-90 DISPUTE RESOLVED - CUSTOMER DISAGREES												
B	B	██████████	03/22	09/14 03/22	\$5500 EDU	\$0 120 \$0	\$0	48	0	0	1	PD WAS 90 TU
Late Dates: 2/20-90 DISPUTE RESOLVED - CUSTOMER DISAGREES												
B	B	██████████	03/22	09/13 03/22	\$3500 EDU	\$0 120 \$0	\$0	48	0	0	1	PD WAS 90 TU
Late Dates: 2/20-90 DISPUTE RESOLVED - CUSTOMER DISAGREES												

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FILE # [REDACTED] FNMA # [REDACTED] DATE COMPLETED 10/11/2022 RQD' BY LITIGATION-D-PP
 SEND TO LITIGATION PRACTICE GROUP PC DATE ORDERED 10/11/2022
 CUST. # CA651 REPOSITORIES TU PRPD' BY
 100 SPECTRUM CENTER DRIVE SUITE 900 PRICE
 IRVINE, CA 92618 REF. #

PROPERTY ADDRESS

APPLICANT [REDACTED] CO-APPLICANT [REDACTED]
 SOC SEC # [REDACTED] DOB [REDACTED] SOC SEC # [REDACTED] DOB [REDACTED]
 MARITAL STATUS NOT DISCLOSED DEPENDENTS [REDACTED]

E C O A	W H O S E	CREDITOR	DATE REPORTED	DATE OPENED	HIGH CREDIT OR LIMIT	BALANCE	PAST DUE	MO REV	30	60	90+	STATUS
				DLA	ACCT TYPE	TERMS						SOURCE

DISPUTE RESOLVED - CUSTOMER DISAGREES

B B [REDACTED] 03/17 09/13 \$2000 \$0 \$0 40 0 0 0 PAID
 [REDACTED] 11/17 EDU 4 \$0 TU
 CLOSED

B B [REDACTED] 06/19 04/17 \$14484 \$0 \$0 26 0 0 0 PAID
 [REDACTED] 06/19 AUTO 72 \$0 TU
 CLOSED

B B [REDACTED] 11/21 06/19 \$5000 \$0 \$0 29 0 0 0 PAID
 [REDACTED] 11/21 INST 36 \$0 TU
 CLOSED

B B [REDACTED] 05/22 07/19 \$1200 \$0 \$0 34 1 0 0 PD WAS 30
 [REDACTED] 11/21 REV \$0 TU
 Late Dates: 10/21-30
 ACCOUNT CLOSED BY CREDIT GRANTOR

E C O A	W H O S E	CREDITOR	DATE REPORTED	DATE OPENED	HIGH CREDIT OR LIMIT	BALANCE	PAST DUE	MO REV	30	60	90+	STATUS
				DLA	ACCT TYPE	TERMS						SOURCE

B B [REDACTED] 09/22 11/21 \$22200 \$24202 \$24202 00 - - - CHARGE OFF
 [REDACTED] 06/22 INST 60 \$708 TU
 PROFIT AND LOSS WRITEOFF

B B [REDACTED] 09/22 02/19 \$10127 \$7988 \$431 00 - - - CHARGE OFF
 [REDACTED] --/-- REV - TU
 ACCOUNT CLOSED BY CREDIT GRANTOR

B B [REDACTED] 10/22 05/22 \$453 \$453 \$453 - - - COLLECTION
 [REDACTED] --/-- COLL - TU
 PLACED FOR COLLECTION; ORIGINAL CREDITOR: 01 BANFIELD PET HOSPITAL

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FILE #	FNMA #	DATE COMPLETED	10/11/2022	RQD' BY	LITIGATION-D-PP
SEND TO	LITIGATION PRACTICE GROUP PC	DATE ORDERED	10/11/2022		
	CUST. # CA651	REPOSITORIES	TU	PRPD' BY	
	100 SPECTRUM CENTER DRIVE SUITE 900	PRICE		LOAN TYPE	
	IRVINE, CA 92618	REF. #			

PROPERTY ADDRESS

APPLICANT		CO-APPLICANT
APPLICANT	CAMPOS, ALEXANDRIA MARIE	CO-APPLICANT
SOC SEC #	DOB 9/28/1992	SOC SEC #
MARITAL STATUS	NOT DISCLOSED	DEPENDENTS
		DOB

OTHER CREDIT HISTORY

*** NONE ***

PUBLIC RECORDS

*** NONE ***

INQUIRIES (LAST 120 DAYS)

*** NONE ***

MISCELLANEOUS INFORMATION

- Instant View Password: CR-1A9EDC

- To verify the authenticity of this credit report, please visit <https://crs.meridianlink.com> and click on the Instant View link. Enter Identifier # 4279916 and password CR-1A9EDC to view the report. For any inquiries regarding this report or services provided by CREDIT REPORTING SERVICES, INC please contact us at (707) 773-7750.

CREDITORS

IC SYSTEMS	PO BOX 64378, SAINT PAUL, MN 55164	651-481-6333
ORTEACHERFCU	15442 DEL AMO AV, TUSTIN, CA 92680	714-2854000

DISCLAIMER

An asterisk (*) following the payment amount indicates the repositories have no payment data and that the amount was automatically calculated as a percentage of the account balance.

This is a report containing information supplied by the repositories listed above. The merge process is automated and the report may include some duplications and/or omissions. Inquiries regarding any disputed items should be directed to the creditor reporting the item, or to the appropriate repository service center(s) listed below.

EXPERIAN	TRANSUNION	EQUIFAX
PO BOX 2002	PO BOX 2000	PO BOX 740256
ALLEN, TX 75013	CHESTER, PA 19016	ATLANTA, GA 30374-0256
888-397-3742	800-916-8800	866-349-5191
www.experian.com/reportaccess	transunion.com/myoptions	www.equifax.com/fcra

*** END OF REPORT 10/11/2022 12:02:14 PM ***

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From: donotreply@lpglaw.com
Subject: Payment Confirmation – Debt Resolution Program
Date: July 8, 2022 at 4:34 AM
To: [REDACTED]

Hello [REDACTED]

Your payment of \$373.54 has been processed on 07/05/2022.

We are thrilled with the progress you have made with our program and look forward to seeing you succeed. If you have any questions, please feel free to reach out to us at any time. It is a pleasure working with you Alexandria Marie.

The Litigation Practice Group PC

P.O. Box 513018

Los Angeles, CA 90051-1018

<http://Litigationpracticegroup.com>

PHONE: 949-229-6262

FAX: +1 949-315-4332



*The only receipt
I ever got from
LPG. Au*

From: Administration LPG administration@lpplaw.com
Subject: Congratulations on your Transition to Oakstone Legal Group!
Date: February 2, 2023 at 10:56 AM
To:

Dear Valued Client -

I am writing to inform you of a transition in the legal services you are receiving from my firm, Litigation Practice Group, to a law firm I know and trust, Oakstone Law Group ("OLG"). After careful consideration, I have decided to transfer your file in order to ensure that you receive the best possible legal services in the industry. This law firm, which is larger and more experienced in the area of consumer rights, is also based in California and has expertise fighting the largest banks and creditors in the nation. Its reputation has been built by attorneys across the country with a combined experience of more than 100 years of providing legal services to clients of all types. This transition will allow OLG, whose attorneys I have worked with multiple times during my career, to manage your account and continue to provide a high level of service to you throughout your debt resolution process.

Based on a negotiation I managed to complete, the terms of your agreement will remain the same, and you will not be required to pay anything more than what was agreed in your contract. All of your payments have been credited, and your monthly payment will remain the same amount and will be taken on the same day. The length of your program and contract are also the same. To be clear, your payment, the length of your program, and the services that you are offered will remain exactly the same and comes with a guarantee that if your debts are not resolved at the conclusion of your program, you will receive a full refund of the fees paid toward such debts. Just as with Litigation Practice Group, OLG will represent you in any lawsuit filed against you without any additional cost to you.

This transfer will be completed today, on Thursday, February 2nd, and a representative from OLG will reach out to you to welcome you to their law firm. I wish you the best of luck and success in completion of your journey to being debt free.

If you have any questions regarding this transition, please call OLG at 858-330-3009.

Regards,
Daniel S. March



NOTICE: This email message (including any attachments) may contain material that is confidential and/or legally privileged. Unless you are the intended recipient or are authorized to receive information for the intended recipient, you may not use, copy, or disclose any part of this message. If you have received this message in error, please notify us and delete all copies of it. Thank you.

From: Oakstone Law Group PC support@oakstonepc.com
Subject: [ACTION REQUIRED] Recent Payment
Date: February 22, 2023 at 2:38 PM
To: [REDACTED]



Dear [REDACTED]

We are aware that Litigation Practice Group (LPG) is erroneously processing certain client payments post transition to Oakstone Law Group PC (OLG).

We sincerely apologize for this transitional mishap. Please know that we are working diligently to resolve this ongoing issue, and we are actively engaging with LPG to prevent this payment error in the future.

Further, we will be working directly with LPG to remedy any payments they collected in error. If you have been debited by LPG since your transition to Oakstone in February, please [fill out this form](#).

Failure to complete the form and provide proof of a debit by LPG may result in a duplicate payment. We will need a statement or screenshot showing LPG charged your account to ensure we accurately capture your refund request. If you do mistakenly incur a duplicate payment however, we will work to make things right and we will make sure your account is credited.

If you have not been debited by LPG since the transition, **we will process your monthly payment in the upcoming days.** You will see a charge from Guardian Processing LLC or OLG PC.

If you have already made this payment to LPG, then we will ask LPG to refund your account. If LPG is unable to refund the payments, rest assured we will credit your account for that payment.

If LPG is debiting your account, we would encourage you to contact your bank directly. When contacting your bank, you can inform them that you no longer authorize future payments from LPG. However, make sure you also inform your bank you DO authorize payments from Oakstone Law Group in order to continue your legal representation with us.

If you haven't already, and as part of the transition, please authenticate your payment method using the link here:

[Payment Authentication Link](#)

Please do not hesitate to call us at (858) 330-3009 or by email at support@oakstonepc.com.

Thank you for your patience and understanding while we resolve this payment issue. We look forward to working with you to achieve financial freedom and become debt free!

Oakstone Law Group



From: [REDACTED]
Subject: Fwd: Service of Notice of Sale of Litigation Practice Group
Date: July 13, 2023 at 11:03 AM
To: [REDACTED]
Bcc: [REDACTED]

Baby, can you help me understand this correctly?

Alexandria-Marie Campos

Begin forwarded message:

From: no-reply@phoenixlaw.co
Date: July 13, 2023 at 3:13:41 AM PDT
To: [REDACTED]
Subject: Service of Notice of Sale of Litigation Practice Group

Dear Consumer Client of Litigation Practice Group:

We are special counsel to Richard A. Marshack, Chapter 11 Trustee of the Bankruptcy Estate of the Litigation Practice Group P.C. ("LPG"), pending in the United States Bankruptcy Court for the Central District of California - Santa Ana Division, as Bankruptcy Case No. 8:23-bk-10571-SC. LPG is the law firm with whom you have entered into an agreement. Faced with demands from creditors, LPG filed its bankruptcy on March 20, 2023. On May 8, 2023, the court approved the appointment of Richard Marshack as the Chapter 11 Trustee (the "Trustee") for LPG. The Trustee was appointed to investigate the former management's operations of LPG; in short order, the Trustee procured a Preliminary Injunction against former management's concerted effort to harm the business.

The Trustee's approach has been focused on actions designed to protect consumer clients like you and to procure a fund from which claims of such consumers can be compensated pursuant to applicable bankruptcy law, and as provided by the Court.

To ensure there are funds available to pay claims of clients, the Trustee has proposed a sale of the LPG business to a new law firm - recognizing that you were informed by former management of the "transfer" of your representation prior to the Trustee's appointment - which new law firm has obligated itself to operate on your behalf in accordance with all applicable laws, and to provide appropriate services to you as a consumer client. The proposed sale is subject to overbid, meaning that other potential buyers can come forward to try to become the court-approved buyer.

The court has set a hearing to consider and potentially approve the sale for Friday, July 21, 2023 at 10:00 a.m.

Please use this [link](#) to download the pleadings filed with the Court by the Trustee. You should read the documents and seek your own legal counsel as you may feel appropriate. Trustee cannot give you legal advice.

The Trustee believes the proposed sale, if approved and closed, provides the following relevant to you:

First, you will be offered the opportunity to agree to be represented by a new law firm without the stigma of the hiccups and prior practices of LPG's former management, the parties against whom the Trustee has secured a Preliminary Injunction enjoining wrongful conduct.

Second, the sale will likely produce a fund from which consumer clients who were harmed by former management's role can file claims for compensation and from which such allowed claims can be paid. Third, you have ninety (90) days from the date of the sale to either (1) "opt out" of further representation by the new law firm, recognizing that doing so will cancel your contract for services; or (2) you will offered a new "cured" contract with the new lawyers to be signed by you, and to allow for services to be performed on your behalf.

Fourth, the Sale Motion employs a mechanism for continued monitoring of the operations of the buyer firm to determine that they are in fact complying with law and properly servicing your account.

If you have any questions, please reach out to Dinsmore.CA.Service@DINSMORE.COM or 619-401-0484, and we will do our best to respond. Email is likely to receive a faster response.

Lastly, if you have any objection to the proposed sale as set forth in the pleadings, you should retain counsel to submit a formal objection to the Bankruptcy Court, as set forth on page 2, lines 15-16 of the SCHEDULING ORDER ON THE MOTION OF TRUSTEE RICHARD A. MARSHACK FOR ENTRY OF ORDER (A) APPROVING SALE, SUBJECT TO OVERBID, OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS PURSUANT TO 11 U.S.C. § 363(b) AND (E) APPROVING ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND OTHER AGREEMENTS, FILED JULY 7, 2023 [DK. 191] which you can review by accessing same in this [link](#).

Dinsmôre

Dinsmore & Shohl LLP - Legal Counsel
655 West Broadway
Suite 800
San Diego, CA 92101

LPG - Notice of Sale of Estate
Property.pdf



From: Juliette Fryer Juliette@lpglaw.com
Subject: [REDACTED]
Date: December 28, 2022 at 8:43 AM
To: [REDACTED]

JF

Litigation Practice Group

Event Name: Creditor Harassment

Are you being harassed by your creditors? We want to know so we can help. We will do our best to contact you within an hour of your requested timeframe.

Phone Number [REDACTED]

Which creditors are you being harassed by?: Multiple

Need to make changes to this event?

Cancel: <https://calendly.com/cancellations/bec6d9a9-230c-4d9a-b8b8-e214ee1598c2>

Reschedule: <https://calendly.com/reschedulings/bec6d9a9-230c-4d9a-b8b8-e214ee1598c2>

Mail Attachment.ics



From: Juliette Fryer Juliette@lpglaw.com
Subject: [REDACTED]
Date: January 3, 2023 at 4:22 PM
To: [REDACTED]



Litigation Practice Group

Event Name: Creditor Harassment

Are you being harassed by your creditors? We want to know so we can help. We will do our best to contact you within an hour of your requested timeframe.

Phone Number [REDACTED]

Which creditors are you being harassed by?: Amex, Superlative RM debt collector


Need to make changes to this event?

Cancel: <https://calendly.com/cancellations/2d41bb10-f3ea-4d06-9583-e5054304720f>

Reschedule: <https://calendly.com/reschedulings/2d41bb10-f3ea-4d06-9583-e5054304720f>

Mail Attachment.ics



From: John Wengel JWengel@lpglaw.com 
Subject: [REDACTED]
Date: December 27, 2022 at 12:40 PM
To: [REDACTED]



Litigation Practice Group

Event Name: Creditor Harassment

Are you being harassed by your creditors? We want to know so we can help. We will do our best to contact you within an hour of your requested timeframe.

Phone Number [REDACTED]

Which creditors are you being harassed by?: AMEX, Superlative RM - Debt Collector

Need to make changes to this event?

Cancel: <https://calendly.com/cancellations/0188e48b-915f-4a9a-8bd7-3c07f3b9c160>

Reschedule: <https://calendly.com/reschedulings/0188e48b-915f-4a9a-8bd7-3c07f3b9c160>

Mail Attachment.ics

2 KB



From: John Wengel JWengel@lpplaw.com
Subject: [REDACTED]
Date: December 28, 2022 at 3:15 PM
To: [REDACTED]



Litigation Practice Group

Event Name: Creditor Harassment

Are you being harassed by your creditors? We want to know so we can help. We will do our best to contact you within an hour of your requested timeframe.

Phone Number: [REDACTED]

Which creditors are you being harassed by?: AMEX, Superlative RM - Debt Collector

Reschedule Reason: No availability on 1/6

Need to make changes to this event?

Cancel: <https://calendar.illy.com/cancellations/2a234287-76d7-4a5b-9d7c-d5518e3a950a>

Reschedule: <https://calendar.illy.com/reschedulings/2a234287-76d7-4a5b-9d7c-d5518e3a950a>

Mail Attachment.ics



From: Harold Mutya HMutya@lpglaw.com
Subject: [REDACTED]
Date: November 8, 2022 at 9:19 AM
To: [REDACTED]



Litigation Practice Group

Event Name: Credit Pull Request

Phone Number: [REDACTED]

Please share anything that will help prepare for our meeting.: No availability on 11/8

Need to make changes to this event?

Cancel: <https://calendar.google.com/calendar/cancellations/de46c327-8268-46f4-8103-6beda5ee4153>

Reschedule: <https://calendar.google.com/calendar/reschedulings/de46c327-8268-46f4-8103-6beda5ee4153>

Mail Attachment.ics



From: Mariel Suarez MSuarez@lpglaw.com
Subject: [REDACTED]
Date: November 6, 2022 at 1:34 PM
To: [REDACTED]



Litigation Practice Group

Event Name: Creditor Harassment

Are you being harassed by your creditors? We want to know so we can help. We will do our best to contact you within an hour of your requested timeframe.

What number should we contact you at? [REDACTED]

Which creditors are you being harassed by?: Nationwide credit Inc & Superlative RM - Debt Collector

Need to make changes to this event?

Cancel: <https://calendly.com/cancellations/80899106-02e6-4fb4-a07e-5bf05120bbcd>

Reschedule: <https://calendly.com/reschedulings/80899106-02e6-4fb4-a07e-5bf05120bbcd>

Mail Attachment.ics



From: David Lewandowski David@lpplaw.com
Subject: [REDACTED]
Date: July 19, 2022 at 2:32 PM
To: [REDACTED]



Event Name: Creditor Harassment

Are you being harassed by your creditors? We want to know so we can help. We will do our best to contact you within an hour of your requested timeframe.

What number should we contact you at? [REDACTED]

Which creditors are you being harassed by?: American Express

Need to make changes to this event?

Cancel: <https://calendly.com/cancellations/4de7989a-c8ef-420c-a81c-be823cfb012b>

Reschedule: <https://calendly.com/reschedulings/4de7989a-c8ef-420c-a81c-be823cfb012b>

Mail Attachment.ics



Clixsign Completion Certificate



Signature Package Details

Final Status	Final Status Date	Package Title	Package ID	# of Signers
Completed	2022-06-13T18:21:16-05:00	LSA - LPG - English New	6324820	1

Sender Information

Name	Email Address	IP Address	Sending Entity
Michael Velasco	admin@gofi.co	98.189.14.99	Gofi, LLC

Signers

SIGNER 1	Email Address	User Agent	Package Opened At
	[REDACTED]	Mozilla/5.0 (iPhone; CPU iPhone OS 15_5 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/15.5 Mobile/15E148 Safari/604.1	2022-06-13T18:20:21-05:00
	IP Address	Signature Adopted At	Package Signed At
	[REDACTED]	2022-06-13T18:20:45-05:00	2022-06-13T18:21:16-05:00



P.O. Box 513018, Los Angeles, CA 90051-1018
Tel. (949) 715-0644 · Fax (949) 315-4332
Support@LPGLaw.com

LEGAL SERVICES AGREEMENT

Legal Services

The Litigation Practice Group PC, a State Bar of California licensed law corporation, and its employed and affiliated attorneys (collectively "LPG") will provide legal services wherein it will represent you in connection with the disputes you have with the creditors listed below (see Creditor Information). LPG will do the following as part of its representation of you:

- Assist you in stopping creditors and any related debt collectors from harassing or contacting you in connection with any of the debts identified below;
- Dispute the legal validity of the debts identified below;
- Assist you in removing erroneous or inaccurate information reported in connection with debts identified below;
- Represent you in any lawsuit filed against you in connection with any of these debts;
- Defend you against any collection activity or lawsuit on any invalidated debt at any point in time, without expiration, in connection with any debt identified below;
- Initiate legal action in a court of competent jurisdiction against any creditor that violates any state or federal law in connection with any debt identified below; and
- Determine your qualification for bankruptcy under Chapter 7 or Chapter 13 of the U.S. Bankruptcy Code, and counsel you regarding the procedures and effects of bankruptcy as well as your qualification to file the same.

LPG will serve as your attorney for all purposes in connection with these disputes and will be available to render all legal assistance necessary to resolve these debts. The fees that are set forth below are flat fees that are all inclusive – no additional fee or cost will be charged by LPG at any time during the duration of your dispute with the creditors identified below. All fees are earned by LPG at the time they are paid and are for services rendered to you as set forth herein.

Client Authorization

You authorize LPG to challenge, where applicable, each of the debts listed below, which you believe to be in any way invalid, inaccurate, or otherwise without a legal basis. You also authorize LPG to obtain a copy of your credit report to assist in the process of analyzing your account and developing a strategy regarding the resolution of debts that are excessive or otherwise unauthorized by law. You further authorize LPG, acting under power of attorney for you, to affix your signature to documents sent on your behalf in relation to the matters addressed herein. Finally, you authorize LPG to communicate with you via email, text message, telephone, and facsimile. Any of the authorizations set forth herein can be revoked at any time by written communication.

Description of Services to be Performed

LPG will obtain your credit reports, analyze them, and develop strategies for correcting invalid or unlawful debts for which you should not be held legally responsible. Where appropriate, LPG will use existing laws and interact with creditors and credit bureaus on your behalf to invalidate your debts and remove such invalid debts from your credit reports. LPG will also interact with collection agencies, as applicable, to invalidate your debts by requiring them to supply evidence of your indebtedness to them, or any other legal mechanism. LPG will also consult with you regarding all aspects of the credit reporting process, including all laws applicable to the same. LPG will also investigate your delinquent accounts in order to determine the most effective method for invalidating your debts or otherwise removing any legal liability for such debts, up to and including the initiation of lawsuits on your behalf against your creditors and their third-party debt collectors.

In addition, if a lawsuit is filed against you, LPG will represent you in such a lawsuit and will not charge any additional fees for such representation provided such a lawsuit was initiated after the date you sign this Agreement. In the event a lawsuit was initiated against you before the date you execute this Agreement and you elect to have LPG represent you, an additional fee of \$500.00 will be charged. Where appropriate, if legal fees are recovered from an adverse party, LPG will retain such fees for its services. You will be responsible to pay any damages resulting from any lawsuit. Any costs incurred in a lawsuit will be paid by LPG out of the fees set forth below, including the fees of any attorney retained on your behalf in a jurisdiction in which LPG is not admitted to practice law. No additional payment from you to LPG will be necessary for the defense of any lawsuit filed against you after the date you execute this Agreement. You will, however, be responsible to pay any damages resulting from such lawsuits or any settlements reached in the course of such lawsuits.

Fees

You will pay the fees set forth below for the legal services provided by LPG, which services are outlined above. No fee or other cost will be charged or collected beyond the flat fee set forth below. This is the only amount that you have to pay to LPG for its services, which includes any cost, filing fee or vendor's fee associated with LPG's representation of you, and this fee is not escrowed but rather earned received by LPG. This fee does NOT, however, include any settlement that you may have to pay to any creditor if you opt to settle a debt prior to or during the course of a lawsuit.

Refund Policy

If you reach the conclusion of LPG's representation of you and a debt remains in dispute without resolution, you will be eligible to receive a full refund of the fees that you paid towards your representation in connection with that account (i.e., you will be refunded the fees paid in proportion to the debt that was not resolved). A debt is "in dispute" under this paragraph if, at the time of completion of LPG's representation of you, no lawsuit was filed regarding the debt, no settlement was reached regarding the debt, no acknowledgment of invalidity was received from the creditor regarding the debt, and the debt is still reporting to one of the following credit bureaus: Experian, Equifax, or Transunion.

Debt Settlement

You may request that LPG settle any debt identified below at any point in the course of LPG's representation of you. Where requested, LPG will negotiate the most favorable settlement it is able to negotiate on your behalf. Any settlement reached as a result of your request shall be your responsibility, and shall be paid directly from you to the creditor. At the point that you reach a settlement with a creditor, your payment to LPG will be reduced and to adjust for the settled account being removed from the representation herein contemplated. LPG will only settle a debt where litigation is active or contemplated.

Actions Required of You

You agree to provide LPG with any and all correspondence you receive from any creditor, credit bureau, attorney, or court of law. You further agree to keep a log of all communications, including telephonic and electronic communications, from any creditor or credit reporting agency to you from the date you execute this Agreement until the conclusion of your representation.

Right to Conduct Business Electronically and Contact You

You agree that LPG may contact you electronically and telephonically and that any and all business with LPG may be conducted electronically. You further agree that LPG may transmit data, including that regarding your credit profile, electronically. You further agree that any electronic communication carries the risk of disclosure to a third party and that LPG will not be held responsible for any such inadvertent disclosure of information. A facsimile or email transmission of this signed agreement, via an email attachment or otherwise, will be as valid as the original signed agreement. This agreement may not be modified except in writing by both parties.

Malpractice Insurance

LPG hereby discloses that it maintains a malpractice insurance policy that covers its representation of you and that the limit of such policy is no less than \$1,000,000.00 per claim and \$1,000,000.00 per claimant. If you desire to make a claim against that insurance policy, you must first contact LPG and disclose your claim and the nature of the claim, at which point LPG agrees to assist you in obtaining any and all information necessary to prepare a file a claim.

Applicable Law and Confidentiality

You understand and agree that LPG is based out of the State of California, is a licensed law corporation under the State Bar of California, and that California law applies to this Agreement. You further understand that LPG is bound to strict rules of confidentiality and attorney-client privilege in connection with the rules applicable to attorneys licensed to practice law in the State of California. You further understand and agree that you have sought the representation of LPG with full knowledge of its location and licensing, and that LPG works with attorneys licensed in all 50 states and the District of Columbia as affiliated counsel to allow LPG to provide a complete representation of you in any state in which you are sued or in which a dispute might arise. You have the right to know the licensed attorney with whom LPG has affiliated in any state and at any time but understand and agree that LPG may choose to change the local attorney with whom it is affiliated in any given jurisdiction, provided only that at all times LPG shall have an affiliated attorney in all 50 states and the District of Columbia.

Client Acknowledgements


By signing this agreement, you acknowledge that LPG has not instructed you to breach any contract, fail to make any required payment, or fail to perform any obligation you have lawfully incurred. LPG reserves the right to terminate this agreement if (a) required by the State Bar of California Rules of Professional Conduct, (b) you refuse to communicate with LPG or respond to reasonable requests for information necessary to represent you in an effective way, (c) you fail to make timely payment of the amount due under hereunder, or (d) your payments are returned multiple times for any reason. LPG will not pay any of the debts identified below and does not guarantee that any debt you now have or may incur will be invalidated or settled in association with LPG's representation of you. You understand and agree that you must forward any communication you receive in printed or electronic form from any creditor, court, or representative of other a creditor or a court to the address, email, or fax number provided below, and that you must keep a log of all telephonic communications with any creditor or credit reporting agency. You, the client, may cancel this Agreement at any time by submitting three days' written notice of cancellation by mail, email, or fax, and shall not be responsible for any payments due after the date of cancellation. A payment due within three days of the date of written cancellation shall be processed and shall not be refunded.

Client Signature:

Date:

Co-Applicant Signature:

Date:


6/13/2022

THE LITIGATION PRACTICE GROUP PC




Daniel S. March, Managing Shareholder
17542 E. 17th Street, Ste 100
Tustin, CA 92780
Support@LPGLaw.com
Tel. 949.715.0644
Fax. 949.315.4332

Creditor Information

Creditor	Account #	Debt Balance
DPSTA/FINWSE	[REDACTED]	\$24,385.00
AMEX	[REDACTED]	\$7,988.00
PMCB CARD	[REDACTED]	\$1,246.00
		\$33,619.00

Schedule of Payments

I agree to this payment schedule – **Client Initials:** 

Payment #	Process Date	Amount
1	Jul 05, 2022	\$373.54
2	Aug 05, 2022	\$373.54
3	Sep 06, 2022	\$373.54
4	Oct 05, 2022	\$373.54
5	Nov 07, 2022	\$373.54
6	Dec 05, 2022	\$373.54
7	Jan 05, 2023	\$373.54
8	Feb 06, 2023	\$373.54
9	Mar 06, 2023	\$373.54
10	Apr 05, 2023	\$373.54
11	May 05, 2023	\$373.54
12	Jun 05, 2023	\$373.54
13	Jul 05, 2023	\$373.54
14	Aug 07, 2023	\$373.54
15	Sep 05, 2023	\$373.54
16	Oct 05, 2023	\$373.54
17	Nov 06, 2023	\$373.54
18	Dec 05, 2023	\$373.54
19	Jan 05, 2024	\$373.54
20	Feb 05, 2024	\$373.54
21	Mar 05, 2024	\$373.54
22	Apr 05, 2024	\$373.54
23	May 06, 2024	\$373.54
24	Jun 05, 2024	\$373.54
25	Jul 05, 2024	\$373.54
26	Aug 05, 2024	\$373.54
27	Sep 05, 2024	\$373.54
28	Oct 07, 2024	\$373.54
29	Nov 05, 2024	\$373.54
30	Dec 05, 2024	\$373.54
31	Jan 06, 2025	\$373.54
32	Feb 05, 2025	\$373.54
33	Mar 05, 2025	\$373.54
34	Apr 07, 2025	\$373.54
35	May 05, 2025	\$373.54
36	Jun 05, 2025	\$373.70

Electronic Payment Authorization

Bank Name: [REDACTED]

Name on Account: [REDACTED]

Account Type: Checking

Other (specify: _____)

Routing Number: [REDACTED]

Account Number: [REDACTED]

Next Payment Date: Jul 05, 2022 **Amount:** \$ 373.54

Recurring Payment Date: 5th

By signing below, I authorize and permit LPG or their designees to initiate electronic funds transfer via an Automated Clearing House system (ACH) from my account listed above. I will also provide LPG with a voided check or savings deposit slip.

If necessary, LPG may make adjustments if errors have occurred during the transaction. The date of the draft is listed above, however, if the draft date falls on a weekend or bank holiday, the debit transaction will take place on the next business day. This authority will remain in effect until LPG is notified by the member in writing at least 5 days prior to the next scheduled draft date. No other forms of cancellation by members will be observed. If the debit is returned because of non-sufficient funds or uncollected funds, then the originator and its financial institution may reinitiate the entry up to two (2) times. The reversal of funds from a client's account that was drafted in error cannot be made until seven business days from the draft date. The member agrees to waive all rights of reversal or refusal of any payment on any draft that LPG may make against the member's bank account while services are performed. The member agrees with all of the provisions and conditions outlined within.

Acknowledgment of Refunds & Draft Date Changes

ACH Refunds: If a refund is due such will be made through the ACH process only. Refunds may take up to 10 days to process. In the event my EFT or draft is returned from my bank unpaid, I agree that a fee of \$25.00 or as allowed by law may be charged to my account via draft or EFT. Furthermore, I warrant that I am authorized to execute this payment authorization and the above information is true and correct. Draft Date Changes: A client may stop any ACH debit by providing written notice to LPG at least three (3) business days prior to the scheduled payment. If you should need to notify us of your intent to cancel and/or revoke this authorization you must contact us three (3) business days prior to the questioned debit being initiated.

Client Signature:

[REDACTED]

Date:

6/13/2022

Printed Name:

[REDACTED]

Preauthorized Checking and ACH Authorization Form

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Account") with a bank ("Bank") selected by LPG, its payments processors, and/or their successors for the purpose of accumulating funds to pay for such goods and services as I so direct LPG to perform. This application is subject to Bank's customer identification program, as required by the USA PATRIOT ACT and other applicable laws, and accordingly, I hereby represent that the above information is true and complete to the best of my knowledge and belief. The bank account information provided above may be subject to account validation processes to include pre-notation and a \$0.01 micro-deposit.

Account Owner Name [REDACTED]

Address [REDACTED] City [REDACTED] State [REDACTED] Zip: [REDACTED]

Mobile Phone #: [REDACTED] E-Mail: [REDACTED]

DESIGNATED BANK ACCOUNT INFORMATION

Bank Name: [REDACTED]

Name as it appears on bank ACCOUNT: [REDACTED]

Routing Number: [REDACTED] Account Number: [REDACTED] Checking or Saving: [REDACTED]
Checking

DESIGNATED BANK ACCOUNT PAYMENT AUTHORIZATION SCHEDULE

Total Amount of Debit: \$373.54 Date of Next Debit: Jul 05, 2022

I hereby apply for and agree to establish a non-interest bearing special purpose account (the "Account") with a bank ("Bank") selected by EPPS, LLC and/or its successors for the purpose of accumulating funds to pay for such goods and services as I so direct EPPS, LLC, or any other service provider selected by LPG, to perform. This application is subject to Bank's customer identification program, as required by the USA PATRIOT ACT and other applicable laws, and accordingly, I hereby represent that the above information is true and complete to the best of my knowledge and belief. The bank account information provided above may be subject to account validation processes to include pre-notation and a \$0.01 micro-deposit.

I hereby authorize Bank, directly or through EPPS, LLC, or any other service provider selected by LPG, to administer the Account on my behalf by (a) periodically transferring and depositing funds to the Account, via any payment media currently in use, and (b) periodically disbursing funds from the Account pursuant to instructions that I may give from time to time. I hereby authorize payments from the Account for the fees and charges provided for in this application and in the agreement. I hereby grant permission for Bank to share information regarding the Account with EPPS, LLC and any other service provider to facilitate the transactions I may initiate that involve the Account, and with any other party that is essential to the administration of the Account on my behalf. My signature below provides

permission to be contacted by phone at the number provided with this authorization. A payment reminder will be sent to your phone number via Text Messaging prior to the payment scheduled above.

This authorization shall remain in full force and effect until I provide a verbal or written termination notice to EPPS or such other service provider as is selected by LPG. Any such notice, and any other written notice that is provided for in this Application or the Agreement, shall be sent to EPPS, LLC or to LPG directly at the address set forth in the Agreement.

"EPPS-Ph# 800-215-3484" will appear on your bank statement

Account Holder's Signature:

A black rectangular redaction box covering the signature of the account holder.

Date: 6/13/2022



P.O. Box 513018, Los Angeles, CA 90051-1018
Tel. (949) 715-0644 · Fax (949) 315-4332
Support@LPGLaw.com

LIMITED POWER OF ATTORNEY

I, [REDACTED] ("CLIENT") hereby appoint The Litigation Practice Group PC (the "FIRM") located at 17542 E. 17th Street, Suite 100, Tustin, CA 92780, as my Attorney-In-Fact with the limited and specific power to communicate with all necessary persons and take all necessary actions to resolve the debts and/or accounts that were identified in the retainer/enrollment agreement between CLIENT and the FIRM.

This Limited Power of Attorney expressly includes the authority to do the following:

1. Communicate with all credit bureaus,
2. Send debt/account disputes, requests validation, and requests for deletion,
3. Communicate with creditors and/or debt collectors,
4. Negotiate debts/accounts with creditors and/or debt collectors,
5. Respond to legal proceedings that have been initiated against CLIENT,
6. Represent CLIENT those legal proceedings, and
7. Engage other competent counsel when reasonably and professionally necessary.

Notwithstanding FIRM's power to negotiate debts/account with creditors and/or debt collectors, unless time is of the essence, FIRM agrees to make reasonable efforts to discuss the terms of any settlement agreement with CLIENT prior to executing any agreements.

The authority herein shall include such incidental acts as are reasonably required to carry out and perform the specific authorities granted herein. FIRM agrees to accept this appointment subject to its terms and agrees to act and perform in said fiduciary capacity consistent with my best interest as FIRM, in its discretion, deems advisable.

This document is effective upon execution and expires upon settlement of the debt, commencement of litigation, written revocation by a party, or within two years (730 days) of execution.

RG LITIGATION
PRACTICE GROUP
P.O Box 513038
Los Angeles, CA 90051-1018

September 27, 2022

PERSONAL AND CONFIDENTIAL

UPSTA/FINWSE
PO BOX 1503,
SAN CARLOS, CA 94070

Re: [REDACTED]
Alexandria Marie Campos
Social Security No: [REDACTED]
Date of Birth: [REDACTED]
[REDACTED]

To Whom it May Concern:

My law firm represents [REDACTED] in connection the above-referenced account.

On 7/9/2022, my client disputed your reporting of the above-referenced account with the credit bureaus. My client believes that you are reporting false information to the credit bureaus, and that you may have failed to perform the reasonable investigation required under the law.

As a professional courtesy, I am sending this letter to try and resolve this matter before protracted and expensive litigation. On behalf of my client, I hereby demand that you provide true and accurate copies of all the documentation used to confirm the accuracy of the information you are reporting to the credit bureaus. **Please provide all documents that support the alleged balance, proof that my client is legally responsible for the account, and proof that you are legally entitled to collect the account. Your response should include, but not be limited to: the alleged date of last activity, a copy of the operative contract, and any applicable collection agreements.**

Additionally, I hereby demand, once again, that you **CEASE AND DESIST** all further communications with my client and direct all communication regarding this account to me. If I do not hear from you in 30 days, I will presume that you are unable to justify the information being reported to the credit bureaus, and are violating the Fair Credit Reporting Act. If necessary, we are prepared to initiate litigation in the corresponding federal district.

Please call me at 949-715-0644 to discuss further.

Sincerely,



Daniel S. March



P.O Box 513038
Los Angeles, CA 90051-1018

September 19, 2022

PERSONAL AND CONFIDENTIAL

Nationwide Credit, Inc.
PO BOX 14581
, DES MOINES, IA 50306-3581

Re: [REDACTED]

Social Security No: [REDACTED]

Date of Birth: [REDACTED]

To Whom it May Concern:

I represent [REDACTED] in connection the above-referenced account.

My client disputed the above-referenced account with the credit bureaus and the original creditor. Despite those disputes, it seems that the account has been placed for collection with your company. Please take note that my client continues to assert the disputes and adamantly contests the collectability of the account.

Pursuant to the Fair Debt Collection Act, found at 15 U.S.C 1692 et seq., my client requests that you provide validation of the account including a copy of the operative contract, a summary of the charges making up the alleged balance, and/or any applicable collection agreements.

Additionally, on behalf of my client, I hereby demand that you **CEASE AND DESIST** all further communications with my client and direct all communication regarding this account to me at the contact information provided above.

If you have any questions, please contact Litigation Practice Group at 949-715-0644 to discuss further.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Daniel S. March'.

Daniel S. March

LP LITIGATION
PRACTICE GROUP
P.O Box 513038
Los Angeles, CA 90051-1018

September 25, 2022

PERSONAL AND CONFIDENTIAL

JPMCB CARD
PO BOX 15298
WILMINGTON, DE 19850

DEMAND TO CEASE AND DESIST FURTHER COMMUNICATIONS

Re: [REDACTED]

Social Security No: [REDACTED]

Date of Birth: [REDACTED]

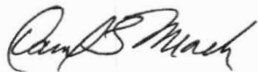
To Whom it May Concern:

My law firm represents [REDACTED] in connection with the above-referenced account that you claim is owed by my client. We are exploring all options to resolve my client's debts, including bankruptcy.

Effective immediately, you are to **CEASE ALL COMMUNICATION** with my client; including, but not limited to, calling any telephone numbers associated with the above-referenced account, and/or calling any third parties. All further communications regarding the above-referenced account should be directed to our office.

If you have any questions regarding this matter, please contact Litigation Practice Group at 949-229-6262. Thank you for your attention to this matter.

Sincerely,



Daniel S. March



P.O Box 513038
Los Angeles, CA 90051-1018

September 25, 2022

PERSONAL AND CONFIDENTIAL

Nationwide Credit, Inc.
PO BOX 14581
, DES MOINES, IA 50306-3581

DEMAND TO CEASE AND DESIST FURTHER COMMUNICATIONS

Re:

Social Security No:

Date of Birth:

To Whom it May Concern:

My law firm represents [REDACTED] in connection with the above-referenced account that you claim is owed by my client. We are exploring all options to resolve my client's debts, including bankruptcy.

Effective immediately, you are to **CEASE ALL COMMUNICATION** with my client; including, but not limited to, calling any telephone numbers associated with the above-referenced account, and/or calling any third parties. All further communications regarding the above-referenced account should be directed to our office.

If you have any questions regarding this matter, please contact Litigation Practice Group at 949-229-6262. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Daniel S. March'.

Daniel S. March

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
870 Roosevelt, Irvine, CA 92620.

A true and correct copy of the foregoing document entitled: **TRUSTEE'S OBJECTION TO PRIORITY CLAIM NO. C 571-101407.1 FILED BY ALEXANDRIA MARIE CAMPOS FOR EXCEEDING THE STATUTORY CAP** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **October 3, 2024**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On **October 3, 2024**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

DEBTOR – MAIL REDIRECTED TO TRUSTEE

THE LITIGATION PRACTICE GROUP P.C.
17542 17TH ST
SUITE 100
TUSTIN, CA 92780-1984

CREDITOR

ALEXANDRIA-MARIE CAMPOS
5050 HAYTER AVE, APT #5
LAKEWOOD, CA 90712

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **October 3, 2024**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

VIA PERSONAL DELIVERY:

PRESIDING JUDGE'S COPY

HONORABLE SCOTT C. CLARKSON
UNITED STATES BANKRUPTCY COURT
411 WEST FOURTH STREET, SUITE 5130 / COURTROOM 5C
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

October 3, 2024

Date

Layla Buchanan

Printed Name

/s/ Layla Buchanan

Signature

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** CONTINUED:

- **ATTORNEY FOR DEFENDANT ARAH ASANTE BAYROOTI:** Kyra E Andrassy kandrassy@raineslaw.com, bclark@raineslaw.com; jfisher@raineslaw.com
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